

MAYOR  
DANNEL P. MALLOY



E25.629  
ANDREW J. McDONALD  
DIRECTOR OF LEGAL AFFAIRS  
ASSISTANT CORPORATION COUNSEL  
BARRY J. BOODMAN  
JAMES V. MINOR  
KENNETH B. POVODATOR  
RICHARD A. ROBINSON  
BURT ROSENBERG

CITY OF STAMFORD  
OFFICE OF LEGAL AFFAIRS

888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CT 06904-2152  
(203) 977-4081  
FAX (203) 977-5560

APP  
11/99

September 21, 1999

To: Mayor Dannel P. Malloy

From: Burt Rosenberg, Asst. Corp. Counsel

Re: AFB Construction Management of Trumbull, Inc.  
Agreement for Construction Management  
Stamford High School  
Code Compliance, Fire Protection, and Renovations

Attached hereto are two copies of the above described contract and exhibits thereto.

The precise amount of AFB's fees cannot be calculated until such time as AFB has provided the City with a guaranteed maximum price for total construction costs and its fee. The guaranteed maximum price is submitted by AFB after the awarding of all subcontracts. Under the terms of Paragraph 4.1.1, AFB's fees for preconstruction phase services shall not exceed \$44,500. Under the terms of Paragraph 5.1.1, AFB's fees for construction phase services are 2.85 percent of actual construction costs. Since it is estimated that construction costs will be approximately \$7,000,000, AFB's fee for construction phase services should be in the neighborhood of \$200,000.

Please be so kind as to forward one copy each to the Board of Representatives and the Board of Finance for their respective approval. Thank you for your consideration.

c.c.: Andrew J. McDonald, Director of Legal Affairs  
Patricia L. Broom, Director of Operations



**CONSTRUCTION MANAGEMENT OF TRUMBULL, INC.**

**28 Unity Drive  
Trumbull, CT 06611**

**(203)372-9724 FAX: (203)372-4406  
afbco@aol.com**

City of Stamford  
888 Washington Blvd  
PO Box 10152  
Stamford, CT 06904-2152

August 27, 1999

Attention: Antonio Iadarola, PE

Our contract for construction management of the Stamford High School Code Compliance Project requires us to list personnel and their hourly rate as follows:

**\*Office Support**

- |  |          |
|--|----------|
| 1. Alfonso Barbarotta-Owner                  | \$125.00 |
| 2. Sandy Falzone-Secretary                   | \$ 27.50 |
| 3. David Cornett-Office Computer Coordinator | \$ 75.00 |

**Site Support**

- |                                      |          |
|--------------------------------------|----------|
| 1. John Barbarotta-Site Supervisor   | \$ 65.00 |
| 2. Marc Lyons-Safety/Site Supervisor | \$ 65.00 |
| 3. Ken Wright-Site Clerk             | \$ 50.00 |

**\* Office Support**-No hourly charges will be submitted throughout the entire project. Agreed fixed rate of 2.85% will be charged unless substantial change is agreed to by the City of Stamford prior to **increase**.

If you have any questions, please call.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/24/1999

PRODUCER (203)366-7577 FAX (203)367-3262  
Greenwood Insurance Agency  
1757 East Main Street  
Bridgeport, CT 06610

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Attn: Robin Scinto

Ext:

INSURED  
AFB Construction  
28 Unity Drive  
Trumbull, CT 06611

## COMPANIES AFFORDING COVERAGE

COMPANY A American States Ins Co

COMPANY B Liberty Mutual

COMPANY C

COMPANY D

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	02CC33761570	05/01/1999	05/01/2000	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	02CC33759770	05/01/1999	05/01/2000	COMBINED SINGLE LIMIT \$ 500,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	01SU12536170	05/01/1999	05/01/2000	EACH OCCURRENCE \$ 5,000,000
	UMBRELLA FORM				AGGREGATE \$ 5,000,000
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC131S230448048	11/17/1998	11/17/1999	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 100,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

Interest of City of Stamford  
its Officials, Agents and Employees as  
Additional insured as Their Interest May  
Appear. City of Stamford,  
Risk Manager, 888 Washington BV  
Stamford, CT 06904

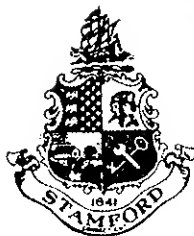
## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robin Scinto

MAYOR  
DANNEL P. MALLOY



CITY OF STAMFORD  
OFFICE OF THE MAYOR

EL5.2  
E25.029209  
STAMFORD GOVERNMENT CENTER  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CT 06904-2152


(203) 977-4150  
FAX (203) 977-5845

RECEIVED  
SEP 24 1999  
Board of Representatives

September 22, 1999

09-24-99A09:26 RCVD

MEMO TO: Board of Finance  
Board of Representatives

FROM: Mayor Dannel P. Malloy 

RE: AFB Construction Management of Trumbull, Inc.  
Agreement for Construction Management at Stamford  
High School - Code Compliance, Fire Protection, and  
Renovation

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Attached is a copy of the above noted agreement which was forwarded to me from the Office of Legal Affairs.

Would you kindly place this matter on your agenda for the next regular board meeting.

Thank you.

DPM/dj  
(wboards)

EXHIBIT 'F'

STAMFORD HIGH SCHOOL CODE  
COMPLIANCE AND SPRINKLER SYSTEM  
PROJECT  
CSDE SFU PROJECT #: 135-174CV

PROJECT INTERVIEW  
PACKAGE



PRESENTED BY:  
*AFB CONSTRUCTION MANAGEMENT  
OF TRUMBULL, INC.*  
JULY 1, 1999

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AFB PROJECT TRACKING  
SAMPLE

# Stamford High School Code Compliance and Sprinkler System Project

as of: Wed 6/30/99

e: S.H.S. Code Compliance Project Schedule

		2000												2001															
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
D	Task Name	Finish																											
1	Value Engineering	Fri 7/30/99	7/30	◆	Value Engineering																								
2	Bid Packages	Tue 8/31/99	8/31	◆	Bid Packages																								
3	Contractor Selection	Thu 9/30/99	9/30	◆	Contractor Selection																								
4	Asbestos Abatement	Fri 7/28/00																											
5	Sprinkler	Thu 5/31/01																											
6	Site Preparation	Thu 8/31/00																											
7	Generators	Fri 7/28/00																											
8	Electrical	Wed 1/31/01																											
9	Plumbing	Wed 5/31/00																											
10	Steel	Thu 8/31/00																											
11	Concrete	Thu 5/31/01																											
12	Tile	Thu 5/31/01																											
13	Masonry	Thu 5/31/01																											
14	Hardware	Fri 6/29/01																											
15	Elevator	Fri 6/29/01																											
16	Fire Safeing	Fri 7/27/01																											
17	Ceilings	Fri 7/27/01																											
18	Alarm Systems	Fri 7/27/01																											
19	Signage	Fri 8/31/01																											
20	Occupancy	Mon 9/30/01																											

Task

Split

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Split

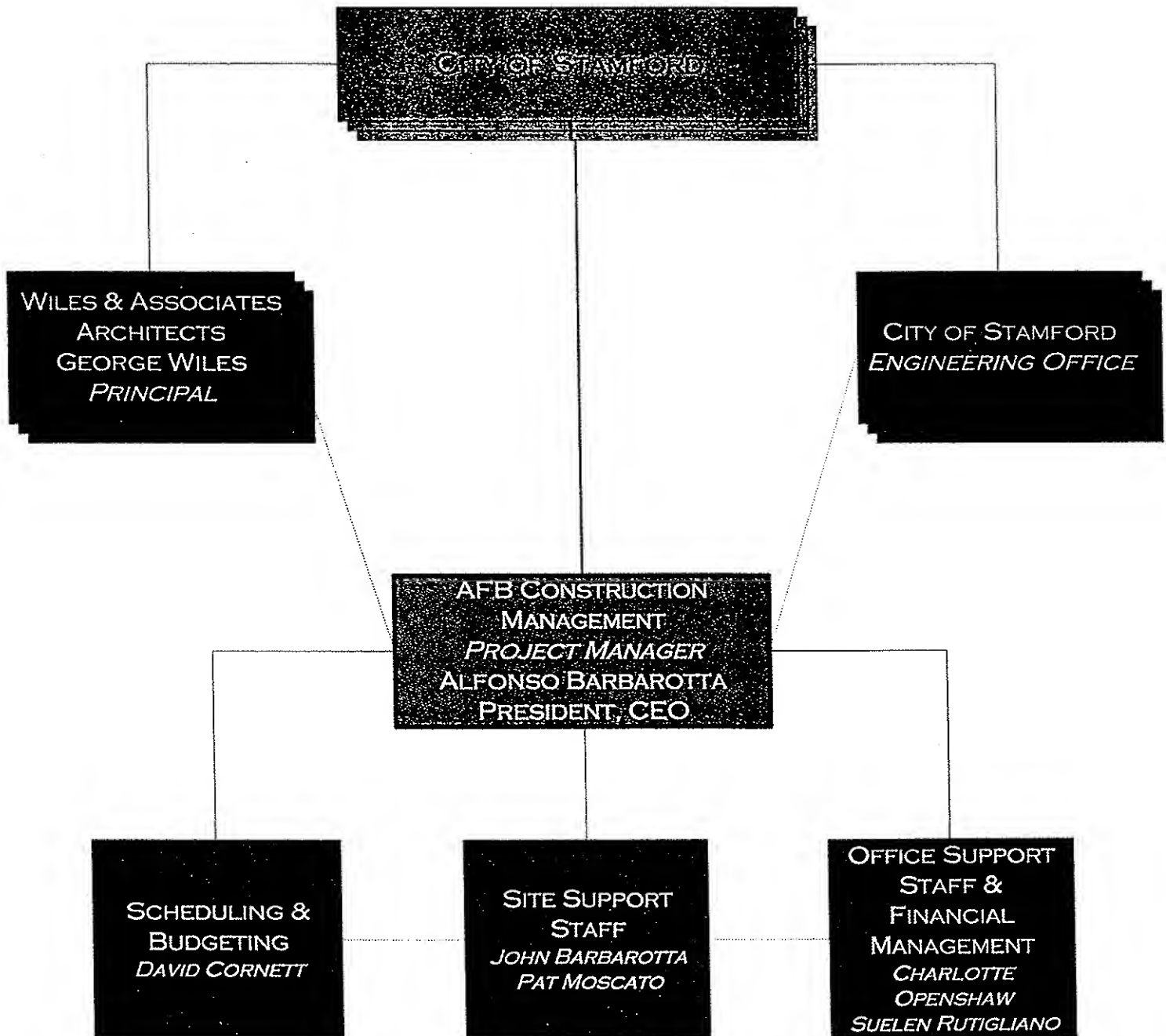
Rolled Up Milestone

Rolled Up Progress

External Tasks

Project Summary

STAMFORD HIGH SCHOOL CODE COMPLIANCE  
PROJECT #135-174CV  
BREAKDOWN OF RESPONSIBILITY





REQUEST FOR REVIEW OF  
FINAL PLANS

ED-042

Rev. 1/88  
Statutory Ref. Sections 10-291, 10-292, C.O.S.

STATE OF CONNECTICUT  
Department of Education  
BUREAU OF GRANTS PROCESSING  
SCHOOL FACILITIES UNIT  
P.O. BOX 2219, Hartford, CT 06145

OWNING REGION NAME <b>STAMFORD</b>		(2) FACILITY NAME AND ADDRESS <b>55 Strawberry Hill Avenue Stamford High School Stamford, CT 06902</b>		(3) PROJECT NUMBER <b>135-174 CV</b>	
(4) ESTIMATED DATE TO BEGIN CONSTRUCTION (Month, Day, Year) <b>5 / 15 / 97</b>		(5) ESTIMATED DATE TO COMPLETE CONSTRUCTION (Month, Day, Year) <b>7 / 15 / 00</b>			
(6) DATE FINAL PLANS AND SPECIFICATIONS PREPARED (Month, Day, Year) <b>12 / 31 / 96</b>		(7) DATE PRELIMINARY PLANS APPROVED (Month, Day, Year) <b>11 / 13 / 96</b>			
(8) DATE FINAL PLANS AND SPECIFICATIONS APPROVED BY: (Month, Day, Year) <b>2 / 25 / 97</b>					
a. BOARD OF EDUCATION		b. BUILDING COMMITTEE			
(9) SITE ACQUISITION APPROVALS					
SCHOOL BUILDING COMMITTEE APPROVAL		DATE		STATE BOARD OF EDUCATION APPROVAL	
(10) TOTAL ESTIMATED PROJECT COSTS		AMOUNT <b>9,940,000</b>			

(11) INSTRUCTIONS:

To be submitted with this request:

a. One copy of the final plans for the project, or a phase of the project and specifications approved by the board of education and the school building committee.

b. One copy of a professional cost estimate of the project or phase of the project and any site acquisitions.

c. All submissions must be made within 10 days of the date of approval of such submissions by the local board of education.

(12) NOTE:

NO PHASE OF SITE DEVELOPMENT OR CONSTRUCTION OR PURCHASE ORDER IN CONNECTION WITH THIS PROJECT SHALL GO OUT TO BID UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE DEPARTMENT THAT IT HAS APPROVED YOUR FINAL PLANS AND SPECIFICATIONS.

RECEIVED  
97 AUG 25 AM 10:58  
SCHOOL FACILITIES UNIT

(13) BOARD OF EDUCATION CHAIRPERSON <b>Robert King</b>	SIGNATURE <i>Robert King</i>	TELEPHONE <b>977-4105</b>	DATE SIGNED <b>4/29/97</b>
(14) NAME OF SCHOOL BUILDING COMMITTEE CHAIRPERSON <b>Anthony Strazza</b>	SIGNATURE <i>Anthony Strazza</i>	TELEPHONE <b>977-4161</b>	DATE SIGNED <b>4/30/97</b>
(15) NAME OF SUPERINTENDENT OF SCHOOLS <b>Michael Nest</b>	SIGNATURE <i>Michael A. Nest</i>	TELEPHONE <b>977-4105</b>	DATE SIGNED <b>4/29/97</b>
(16) PERSON TO CONTACT REGARDING ANY QUESTIONS CONCERNING THIS FORM			
NAME <b>Donald Duffy</b>		PHONE <b>(203) 977-4241</b>	
(17) ARCHITECT			
NAME <b>PAFE</b>		PHONE <b>(203) 388-2000</b>	

(18) FOR STATE DEPARTMENT USE ONLY

(a) COMMENTS: \_\_\_\_\_

(b) REVIEWED BY: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

(c) DATA ENTERED: \_\_\_\_\_ (Date) BY: \_\_\_\_\_ (Initials)

ED-042

• Architecture • Engineering • Planning • Environmental Services



**ESTIMATED PROJECTED COST  
CODE COMPLIANCE AND SPRINKLER SYSTEM  
FOR  
STAMFORD HIGH SCHOOL**

<u>ITEM #</u>	<u>ITEM</u>	<u>ESTIMATED COST</u>
☒	<b>ACCESSIBILITY</b>	
1.	Site Accessibility	\$ 100,000.
2.	Building Entrances	\$ 500,000.
3.	Classroom Accessibility	\$ 400,000.
4.	Special Rooms	\$ 250,000.
5.	Secondary Exits	\$ 100,000.
6.	General Use Bathrooms	\$ 200,000.
7.	Signage and Tactile Warnings	\$ 80,000.
8.	Rescue Assistance	\$ 70,000.
☒	<b>CONNECTICUT FIRE SAFETY CODE</b>	
9.	Means of Egress (CFSC 5-1.3.1)	\$ 400,000.
10.	Illumination of Means of Egress (CFSC 11.2.9)	\$ 75,000.
11.	Exit Lighting	\$ 100,000.
12.	Special Features	\$ 50,000.
13.	Protection from Hazards	\$ 75,000.
14.	Interior Finishes	\$ 150,000.
15.	Fire Detection and Alarm	\$ 550,000.
16.	Interior Corridors	\$ 200,000.
17.	Fire Protection (NFPA 13)	\$4,500,000.

4/22/97

<u>ITEM #</u>	<u>ITEM</u>	<u>ESTIMATED COST</u>
18.	Auxiliary Generator	\$ 200,000.
19.	Elevator	\$ 450,000.
20.	Exterior Stair	\$ 175,000.
21.	Miscellaneous	\$ 250,000.
ESTIMATED COMPLIANCE COSTS:		\$8,875,000.
ESTIMATED CONTINGENCY (12%)		\$1,065,000.
TOTAL ESTIMATED COMPLIANCE COST:		\$9,940,000.

4/22/97

# VALUE ENGINEERING OPPORTUNITIES

## STAMFORD HIGH SCHOOL CODE COMPLIANCE & SPRINKLER SYSTEM PROJECT

*PROJECT #: 135-174CV*

ESTIMATED PROJECT COST: **\$9,940,000.00**

*(ED-042 FILED AT CSDE SFU 04/27/97)*

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- I. ASBESTOS ABATEMENT PLAN
- II. SPRINKLER (PUMP ROOMS)
- III. BACK-UP POWER GENERATORS
- IV. ELEVATOR
- V. BUILDING ENTRANCES
- VI. FIRE DETECTION AND ALARM
- VII. NFPA 13
- VIII. CONTINGENCY 12%

# CURRENT CONCERNS/ISSUES

## STAMFORD HIGH SCHOOL CODE COMPLIANCE & SPRINKLER SYSTEM PROJECT

PROJECT #: 135-174CV

*In preparation of this package, AFB Construction Management feels that the following issues must be addressed by the assembled Project Team to ensure a properly completed project for the City of Stamford:*

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- I. MISSING DRAWING INFORMATION: REQUIRED TO ENSURE RELIABLE BIDS SUBMITTED TO THE CITY OF STAMFORD
- II. ASBESTOS ABATEMENT SCHEDULING
- III. SITE EXCAVATION/ACCESSIBILITY
- IV. OVERALL PROJECT & BUDGET SCHEDULING
- V. EXISTING DRAWINGS ARE PRINTED UNDER 1998 CODE: MODIFICATION WAIVER SHOULD BE FILED PRIOR TO BID
- VI. STATE REIMBURSEMENT EVERY TWO MONTHS: CITY SHOULD FILE A REQUEST SCHEDULE ASAP TO ALLEVIATE OUT-OF-POCKET EXPENSES



AMC  
Technology,  
Inc.

Environmental  
Renewal  
Consultants

P.O. Box 413  
Stratford  
Connecticut  
06497

Telephone:  
203.378.5020  
Facsimile:  
203.375.7344

## LIMITED ASBESTOS INSPECTION

### PERFORMED AT:

Stamford High School  
55 Strawberry Hill Avenue  
Stamford, CT

### PREPARED FOR:

Mr. Prakash Chakravarti  
City of Stamford  
Engineering Department  
888 Washington Blvd.  
Stamford, Connecticut

### PREPARED BY:

AMC TECHNOLOGY INC.  
P. O. BOX 413  
STRATFORD, CONNECTICUT 06615

March 3, 1999

## EXECUTIVE SUMMARY - ASBESTOS SURVEY

Asbestos Containing Material (ACM) is any material containing more than 1% asbestos of any type or mixture of types. Materials described in the contract documents as asbestos containing or which are presumed to contain asbestos by the OSHA regulation (29CFR 1926.1101) are to be considered as asbestos containing.

Please refer to the section titled "General Statement Concerning Asbestos Inspections in Buildings."

## RECOMMENDATIONS

### Asbestos Containing Materials (ACM)

State and Federal Regulations require asbestos containing materials be removed prior to demolition, renovation or other actions that may disturb it.

### 1.0 INTRODUCTION

Renovation activities for Stamford High School are planned to begin in 1999. The current asbestos management plan was reviewed in conjunction with proposed renovation activities. Bulk samples were obtained from building materials likely to be disturbed during renovation. The asbestos survey and management plan document asbestos containing materials in the following interior locations.

- 1) Floor Tile and Mastic Throughout Building (multiple layers of floor tile and/or under carpet in various locations).
- 2) Pipe Insulation in Level A, B, and C, Tunnels/Crawl Spaces, Cafeteria, Café Annex, Teachers Café, Corridor Near 143, Above Ceilings and Behind Walls.
- 3) Pipe Fitting Insulation Throughout Building (visible areas, above ceilings and behind walls).
- 4) Boiler Insulation (cement and rope) on Boiler #3.
- 5) Tank Insulation in Boiler Room and Mechanical Room near 401.
- 6) Expansion Tank Insulation in Mechanical Room Above Lockers.
- 7) Laboratory Chemical Hoods Throughout Level D and E Science Rooms.
- 8) Fire Doors Throughout Building.
- 9) Vibration Isolation Cloth in Emergency Generator Room, Mechanical Room Above Lockers, Penthouse AHU's (Gym, Science Wing, Auditorium, and Classroom Wing), Storage Near 521, and Mechanical Areas.
- 10) Electrical Insulation in Auditorium and Projection Booth.
- 11) Taping Compound on Level B Corridor Columns (off yellow color as opposed to white taping compound in other areas of building).
- 12) Glue Daubs in Level A, B, & C.
- 13) Art Counter Tops in Level A.

**STAMFORD HIGH SCHOOL  
SPRINKLER SYSTEM & CODE COMPLIANCE  
SDE #135-174 CV, PHASE I OF I**

**BID PACKAGES**

- Asbestos Removal
  - Secure Current Report
- Site Work
  1. Ramps & Curbs
  2. Utility Mains & Paving Repair Work
  3. Oil Tank Installation
  4. Exterior Stairs
  5. Patch & Repair Work for Pavements
- Elevator
  - Cab & Equipment Package
- Generator
  - Generator Equipment (Exterior)
  - Generator Pad & Walls
  - Generator Conduit to Building for Future Wire
- Pump Room Additions
  - New Pump Room Building Shell
  - Equipment Pads
- Electrical
  - Site Lighting
  - Main Switch Gear (for future installation)



- Generator Switch Gear (for future installation)
- Communication/Data
  - Review Technology Package for Phones, Video, and coordinate with other City of Stamford Tech Wiring Project
  - If coordinated Bid Intercom/Clock Package
- Fire Alarm
  - Fire Alarm System Package
  - Limit Installation to Designated Areas in Summer of 1999.
- Auditorium/Cafeteria Stair
  - New Stair 142F and Related Ramp Assembly Addition

### CONSIDERATIONS

- ✓ Seek Code Modification for Building Under Old Building and Fire Code
- ✓ Elevator Shaft Missing Complete Structural Information, Drawings A-48 through A-49.1 Beam Sizes, Shorting Requirements, Existing Slab Support, Vertical Reinforcement of Masonry Walls.
- ✓ Construction Manager Constructability Review. Documents need coordination and more information.
- ✓ Interior Ramps need Review Exterior Ramps Missing Elevations. New Concrete Ballasters Need Details, Drawing A-32 (Not enough info.)
- ✓ Plumbing Information of Architecturals, i.e. Drawing A-15
- ✓ Wiring Shaft Adjacent to Stair "13" Drawing A-20
- ✓ What is Finish of Ramp Floor?
- ✓ Each Door Should Be Field Verified Prior to Bid for Size and Surrounding Finishes.
- ✓ Structural Information Missing on A-58.

- ✓ Drawing A-59 Incomplete. All Exterior Elevations Need More Information.
- ✓ Review Constructability of Ramp in Corridor 193 Drawing A-26.
- ✓ Drawing A-29 Repairing
- ✓ Drawing A-34 Door 495 D Clarify Detail.
- ✓ Structural Information Missing for Pump House No. 1 & No.2 Roof Framing Drawings A-51.
- ✓ Review Huge New Beam Indicated on Drawing A-52 Section B-13, and Tunnel Construction.
- ✓ Consider Changing Pump House Walls from Pour Concrete to CMU.
- ✓ Pump House Walls Do Not Indicate any Reinforce-Verify. See Drawing A-56.
- ✓ New Additions Plans Should be Reorganized to Indicate-Foundation Plans, Steel Framing Plans, Architectural Plans, Currently All are Combined with A lot of Missing or Hard to Find Information.



## Trumbull Projects Status Report

as of: 06/30/98

School Name: *		Project Progress by Date:												Comments:	
project name: Technology Wiring Project		1-Jun-97	1-Jul-97	1-Aug-97	1-Sep-97	1-Oct-97	1-Nov-97	1-Dec-97	1-Jan-98	1-Feb-98	1-Mar-98	1-Apr-98			
1. Trumbull High School		89%	99%	99%	99%	99%	99%	99%	99%	99%	99%	99%	99%	waiting to sign-off	
2. Hillcrest Middle School		88%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	waiting to sign-off	
3. Tashua Elementary School		90%	90%	90%	90%	90%	90%	90%	95%	95%	95%	95%	95%	punchlist being completed	
4. Jane Ryan Elementary School		93%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	waiting to sign-off	
5. Daniels Farm Elementary School		52%	87%	90%	92%	94%	89%	89%	97%	97%	97%	97%	97%	CATS test reports	
6. Booth Hill Elementary School		40%	55%	84%	85%	89%	89%	89%	89%	89%	89%	89%	89%	WW will complete job	
7. Madison Middle School		30%	79%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	punchlist being completed	
8. Middlebrook Elementary School		0%*	36%*	36%*	100%*	100%*	100%*	100%*	7%	7%	35%	35%	35%	punchlist being completed	
9. Long Hill Administration		0%*	36%*	36%*	36%*	65%*	65%*	65%*	2%	2%	63%	63%	100%		
10. Town Hall									0%	0%	0%	0%	0%	bond issue 4/14/98	
project name: Electrical Power Upgrade & Surge Suppression		1-Jun-97	1-Jul-97	1-Aug-97	1-Sep-97	1-Oct-97	1-Nov-97	1-Dec-97	1-Jan-98	1-Feb-98	1-Mar-98	1-Apr-98			
1. Trumbull High School		33%	33%	33%	33%	33%	50%	50%	50%	50%	50%	50%	50%	project stalled - money and	
2. Madison Middle School		33%	33%	33%	33%	33%	50%	50%	50%	50%	50%	50%	50%	manpower issue (10/1/97)	
3. Hillcrest Middle School		33%	33%	33%	33%	33%	50%	50%	50%	50%	50%	50%	50%	Nelson Electric will finish	
4. Booth Hill Elementary School		33%	50%	50%	90%	90%	90%	90%	90%	90%	90%	90%	90%	job - 2/1/98	
5. Daniels Farm Elementary School		33%	50%	50%	90%	90%	90%	90%	90%	90%	90%	90%	90%	perform walk-thru again	
6. Jane Ryan Elementary School		33%	50%	50%	90%	90%	90%	90%	90%	90%	90%	90%	90%	re-assess what it will take	
7. Tashua Elementary School		33%	50%	50%	90%	90%	90%	90%	90%	90%	90%	90%	90%	to complete job - 3/1/98	
8. Long Hill Administration					33%	50%	50%	50%	50%	50%	50%	50%	50%		
project name: Telephone and Voice Mail Systems		1-Jun-97	1-Jul-97	1-Aug-97	1-Sep-97	1-Oct-97	1-Nov-97	1-Dec-97	1-Jan-98	1-Feb-98	1-Mar-98	1-Apr-98			
Project Progress (Bid)		37%	38%	55%	79%	79%	79%	83%	83%	83%	95%	100%	100%	bid is complete/bond issue	

\* work performed is pre-installation

AFB CONSTRUCTION MANAGEMENT



# Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor

## AIA Document A121/CMc and AGC Document 565 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.

Portions of this document are derived from AIA Document A111, Standard Form of Agreement Between the Owner and Contractor where the Basis of Payment is the Cost of the Work Plus a Fee, copyright 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, copyright 1987 by The American Institute of Architects; other portions are derived from AGC Document 500. Copyright 1980 by The Associated General Contractors of America. Material in this document differing from that found in AIA Document A111 and AGC Document 500 is copyrighted 1991 by The American Institute of Architects and The Associated General Contractors of America. Reproduction of the material herein or substantial quotation of its provisions without written permission of AIA and AGC violates the copyright laws of the United States and will subject the violator to legal prosecution.

### AGREEMENT

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

*(In words, indicate day, month and year)*

#### BETWEEN the Owner:

*(Name and address)*

City of Stamford  
Stamford Government Center  
888 Washington Boulevard  
Stamford, CT 06904-2152

#### and the Construction Manager:

*(Name and address)*

AFB Construction Management of Trumbull Inc.  
28 Unity Drive  
Trumbull, CT 06611

#### The Project is:

*(Name, address and brief description)*

Stamford High School  
55 Strawberry Hill Avenue  
Stamford, CT 06902  
Code compliance, Fire protection and Renovations.

#### The Architect is:

*(Name and address)*

The Architect of record is

PAE&E Group Inc.  
400 Chapel Street

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Suite 1212  
New Haven, CT 06510

Architect for Value Engineering is:

WILES Associates & Architects (Herein referred to as the "Architect" in this agreement)  
155 Brooklawn Avenue  
Bridgeport, CT 06604

The Owner and Construction Manager agree as set forth below.

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# Standard Form of Agreement Between Owner and Construction Manager Where the Construction Manager is also the Constructor

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

### 1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the Contract shall be the 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in AIA Document A201 shall mean the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently.

### 2.1 PRECONSTRUCTION PHASE

#### 2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget

requirements, each in terms of the other.

#### 2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

#### 2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

#### 2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the

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Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

## **2.1.5 PRELIMINARY COST ESTIMATES**

**2.1.5.1** When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

**2.1.5.2** When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

**2.1.5.3** When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

**2.1.5.4** If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

## **2.1.6 SUBCONTRACTORS AND SUPPLIERS**

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

## **2.1.7 LONG-LEAD TIME ITEMS**

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

## **2.1.8 EXTENT OF RESPONSIBILITY**

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

## **2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

## **2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME**

**2.2.1** When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

**2.2.2** As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not

include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**2.2.3** The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Costs of the Work but not the basis for a Change Order.

#### **2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE**

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- .2 A list of allowances and a statement of their basis.
- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
- .5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

**2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

**2.2.6** Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the

proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager. The date specified in the Guaranteed Maximum Price proposal shall afford no less than forty-five (45) days within which he Owner is to accept the Guaranteed Maximum Price

**2.2.7** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

**2.2.8** Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in writing. ~~Amendment No. 1.~~ The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

**2.2.9** The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price. ~~Amendment No. 1.~~ Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

**2.2.10** The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

#### **2.3 CONSTRUCTION PHASE**

##### **2.3.1 GENERAL**

**2.3.1.1** The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- (2) the Owner's first authorization to the Construction Manager to:
  - (a) award a subcontract, or
  - (b) undertake construction Work with the

Construction Manager's own forces, or  
(c) issue a purchase order for materials or equipment required for the Work.

## 2.3.2 ADMINISTRATION

~~2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. The Work to be performed by Construction Manager pursuant to this Agreement shall be performed under Subcontracts or other appropriate agreements held by the Construction Manager. All such Subcontracts and agreements shall be awarded by open competitive bid in accordance with the Charter, rules and ordinances in effect in the City of Stamford for public improvements including but not by way of limitation, publication and public bid opening at the Office of the City of Stamford Purchasing Agent. The Construction Manager, Owner and Architect shall be represented at such public bid opening(s), and the Subcontract(s) shall be awarded in accordance with the City Purchasing Ordinance. After the Subcontracts are awarded, but before the Owner may authorize the Construction Manager to proceed as provided in paragraph 2.3.1.1(2), Construction Manager shall submit the Guaranteed Maximum Price proposal. Upon the acceptance of the Guaranteed Maximum Price proposal by execution of an appropriate, as provided herein Owner shall assign such Subcontracts and their associated performance and payment bonds to the Construction Manager who shall in turn obtain and provide performance and payment bonds in the amount of the Guaranteed Maximum Price in favor of the Owner and in accordance with Article 8 hereof. The Owner shall assure that all such Subcontracts and performance and payment bonds are fully assignable to Construction Manager. Construction Manager shall assume all obligations of Owner pursuant to such Subcontracts, and Owner shall obtain an executed change order by the respective Subcontractor(s) whereby the Subcontractor(s) releases and waives any and all~~

claims against Owner arising out of or relating to the Subcontract(s) and agreeing and acknowledging that Construction Manager shall serve in the place and stead of Owner.

~~2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions; but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior written consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with Paragraph 3.10 of AIA Document A201, including the Owner's occupancy requirements.

2.3.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, work ~~Work~~ accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and

estimated costs and report the variances to the Owner and Architect at regular intervals.

Insert A: 2.3.2.8 The Construction Manager shall familiarize itself with the City of Stamford Code of Ordinances, Chapter 23, otherwise known as, the purchasing ordinance and abide by its provisions on behalf of Owner. The Construction Manager shall familiarize itself with the provisions of the City of Stamford Charter Sections C8-30-13 and C8-50-5 relating to the prohibition of the expenditure of funds in excess of appropriations and C5-50-2 relating Contract Extras and Chance Orders, and shall abide by these provisions on behalf of Owner. The Construction Manager's responsibility is to familiarize itself as required by the above.

## **2.4 PROFESSIONAL SERVICES**

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

## **2.5 UNSAFE MATERIALS**

In addition to the provisions of Paragraph 10.1 in AIA Document A201, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Construction Manager and Architect shall then proceed in the same manner described in Subparagraph 10.1.2 of AIA Document A201. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract

Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a

person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and Architect have no reasonable objection.

## **ARTICLE 3 OWNER'S RESPONSIBILITIES**

### **3.1 INFORMATION AND SERVICES**

**3.1.1** The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

**3.1.2** The Owner, upon written request from the Construction Manager, shall furnish evidence of Project financing prior to the start of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

**3.1.3** The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

### **3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS**

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.4, except to the extent that the Construction Manager knows of any inaccuracy:

**3.1.4.1** Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

**3.1.4.2** Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning

available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

**3.1.4.3** The services of geotechnical engineers when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

**3.1.4.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

**3.1.4.5** The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

Insert B: 3.1.4.6 In the event any of the environmental tests, surveys and reports or other information reasonably requested by the Construction Manager pursuant to this Article are not in the possession of the Owner or are not reasonably obtainable in the Owner's judgment without the assistance of the Construction Manager, then at the request of the Owner, the Construction Manager shall arrange for such services as a portion of Construction Manager's basic services and shall be compensated for such services as a cost of work with a corresponding increase to the Guaranteed Maximum Price.

### **3.2 OWNER'S DESIGNATED REPRESENTATIVE**

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Subject to the limitations set forth in the ordinances and provisions stated in Paragraph 2.3.2.8 above, this This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Owner's Representative is Patricia L. Broom, Director of Operations or her designated appointee.

### **3.3 ARCHITECT**

The Owner shall retain an Architect to provide the Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA Document B141 current as of the date of this Agreement. as modified in a form acceptable to Construction Manager. By execution of this Agreement, Construction Manager acknowledges that the Architect's agreement is in an acceptable form. The Owner shall authorize and cause the Architect to provide those Additional Services described in AIA Document B141 requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

### **3.4 LEGAL REQUIREMENTS**

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Paragraph 3.1. Notwithstanding the foregoing, the Construction Manager represents that it has the experience in performing Connecticut School construction projects in accordance with the requirements of this agreement.

Insert C: 3.5 Owner and Construction Manager acknowledge that all compensation to be provided in accordance with this Agreement, Change Orders, and payments to be made to the Construction Manager are subject to the Charter of the City of Stamford as it pertains to public procurements and the Code of Ordinances of the City of Stamford (With specific references to the City of Stamford's Code of Ordinances, Chapter 23, otherwise known as "the Purchasing Ordinance," and the City of Stamford Charter, Sections C8-50-5 ad C5-50-2).

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

### 4.1 COMPENSATION

**4.1.1** For the services described in Paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be calculated as follows:

*(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)*

4.1.1.1 Construction Manager shall be reimbursed for its staff services provided during the Preconstruction Phase on basis of the actual staff hours expended by the Construction Manager on the Project multiplied by the hourly rates identified in Exhibit "A". The Construction Manager's total compensation during the Preconstruction Phase shall not exceed \$44,500.

**4.1.2** Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

**4.1.3** If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

### 4.2 PAYMENTS

**4.2.1** Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

~~**4.2.2** Payments are due and payable ( ) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. The City's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods and services ordered. By the fifth (5th) day of each month, application for payment must be submitted by the Contractor to the City's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will payment be forwarded for processing.~~

*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

### 5.1 COMPENSATION

**5.1.1** For the Construction Manager's performance of the Work as described in Paragraph 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:

*(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)*

5.1.1.1 Construction Manager shall be compensated for the services provided during the Construction Phase on the basis the actual Cost of the Work as defined in Article 6 plus a Construction Manager's Fee equal to 2.85% of the estimated Cost of the Work. This percentage fee will be converted to a lump sum amount when the Guaranteed Maximum Price is established.

5.1.1.2 For changes in the Work which increase cost of the Work, the Construction Manager's Fee shall be increased by 2.85% of the Cost of the Work associated with the change. For changes in the Work which decrease the Cost of the Work, the Construction Manager's fee shall be decreased by 2.85% of the cost of the work associated with the change.

5.1.1.3 Notwithstanding any provision in this Agreement or in and construction contract or other agreement entered into during the course of the performance of the Work, in the event any savings are accrued or realized or as a result of the making or performance of any construction contract, or if any other cost saving is otherwise achieved, for any other reason, the Construction Manager shall not participate and savings shall be exclusively realized by and accrued to the Owner. Construction Manager, its officers, employees, shareholders, subsidiaries and related companies shall be disqualified from bidding on or contracting to perform all or any part of the Work, including but not limited to furnishing of labor or materials directly or by supplementation, brokering or otherwise. Provided, however that if a contractor defaults in the performance of its duties, Construction Manager may at its option, perform certain work with its own forces if it is determined to be in the best interests of the Project and with the written permission of the Owner. The Construction Manager shall be exclusively compensated by the payments as provided in Articles 4, 5 and 6 hereof.

## **5.2 GUARANTEED MAXIMUM PRICE**

**5.2.1** The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in the Guaranteed Maximum Price Proposal, Amendment No. 4, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

## **5.3 CHANGES IN THE WORK**

**5.3.1** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Proposal, Amendment No. 4 may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201.

**5.3.2** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**5.3.3** In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201 shall mean the Cost of the Work as defined in Article 6 of this Agreement and the terms "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Subparagraph 5.1.1 of this Agreement.

**5.3.4** If no specific provision is made in Subparagraph 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Subparagraph 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

## **ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **6.1 COSTS TO BE REIMBURSED**

**6.1.1** The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

### **6.1.2 LABOR COSTS**

- .1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.



Salaries of Project Manager, Project Scheduling and Budgeting Staff, Site Support Staff, Financial and Office Support Staff

- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.

Insert D: .5 The Construction Manager shall be compensated for its staff services during the construction Phase on the basis of the actual time devoted to the Project multiplied by the hourly rates set forth in the Exhibit 'A'.

### **6.1.3 SUBCONTRACT COSTS**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

### **6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION**

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Clause 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS**

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while



### 6.1.6 MISCELLANEOUS COSTS

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.  
*(If charges for self insurance are to be included, specify the basis of reimbursement.)*
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Clause 6.1.8.2.
- .5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201 or other provisions of the Contract Documents.
- .6 Data processing costs related to the Work.
- .7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- .9 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

### 6.1.7 OTHER COSTS

- .1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

### 6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Subparagraph 6.1.1 which are incurred by the Construction Manager:

- .1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of AIA Document A201.
- .2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

**6.1.9** The costs described in Subparagraphs 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 6.2.

## **6.2 COSTS NOT TO BE REIMBURSED**

**6.2.1** The Cost of the Work shall not include:

- .1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
- .2** Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.
- .3** Overhead and general expenses, except as may be expressly included in Paragraph 6.1.
- .4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5** Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.
- .6** Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .7** ~~Costs incurred in the performance of Preconstruction Phase Services.~~
- .8** Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.
- .9** Costs which would cause the Guaranteed Maximum Price to be exceeded.

## **6.3 DISCOUNTS, REBATES AND REFUNDS**

**6.3.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

**6.3.2** Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **6.4 ACCOUNTING RECORDS**

**6.4.1** The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

# **ARTICLE 7 CONSTRUCTION PHASE**

## **7.1 PROGRESS PAYMENTS**

**7.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction

Manager as provided below and elsewhere in the Contract Documents.

**7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**7.1.3** ~~Provided an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment. The City's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods and services ordered. By the fifth (5th) day of each month, application for payment must be submitted by the Contractor to the City's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by the City's designated representative will payment be forwarded for processing.~~

**7.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment. Each Application for Payment from the Construction Manager shall include Construction Manager's estimate of personnel expenses for the following month, and such expenses shall be paid for by Owner. With each Application for Payment, Construction Manager shall reconcile the actual personnel expenses with the previous Application for Payment estimated personnel expenses.

**7.1.5** Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**7.1.6** Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**7.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of AIA Document A201, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- .2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3** Add the Construction Manager's Fee, less retainage of ten percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.4 Subtract the aggregate of previous payments made by the Owner.

.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201.

**7.1.8** Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

**7.1.9** Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**7.1.10** In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

## **7.2 FINAL PAYMENT**

**7.2.1** Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Subparagraph 12.2.2 of AIA Document A201, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**7.2.2** The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.

.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201 or other provisions of the Contract Documents.

.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

**7.2.3** The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201. The time periods stated in this Paragraph 7.2 supersede those stated in Subparagraph 9.4.1 of AIA

**7.2.4** If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**7.2.5** If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 6.1 and not excluded by Paragraph 6.2 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

### 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Paragraph 11.1 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

**8.1.1** Workers' Compensation and Employers' Liability meeting statutory limits mandated by State and Federal laws. ~~If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:-~~

**8.1.2** Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards)

\$ 2,000,000 Each Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Personal and Advertising Injury

Advertising Injury

\$ 2,000,000 Products-Completed Operations Aggregate

Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least three(3) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Paragraph 3.18.

Insert E: .4 The policy shall INCLUDE INTEREST OF CITY OF STAMFORD ITS OFFICIALS, AGENTS AND EMPLOYEES AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR

Insert F: .5 The certificate holder shall be CITY OF STAMFORD, RISK MANAGER, 888 WASHINGTON BLVD., STAMFORD, CT 06904

**8.1.3** Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

\$ 1,000,000 Each Accident

**8.1.4** Other coverage:

*(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies.)*

Commercial General Liability umbrella/excess liability coverage - \$5,000,000

## **8.2 INSURANCE REQUIRED OF THE OWNER**

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Paragraphs 11.2 and 11.3 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

**8.2.1** Property Insurance:

\$ Deductible Per Occurrence

\$ Aggregate Deductible

**8.2.2** Boiler and Machinery insurance with a limit of:

\$

*(If not a blanket policy, list the objects to be insured.)*

## **8.3 PERFORMANCE BOND AND PAYMENT BOND**

**8.3.1** ~~The Construction Manager (Insert "shall" or "shall not") furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to percent ( ) of the Contract Sum.~~ Insert G: The Construction Manager shall furnish performance and payment bonds in favor of the Owner for the faithful performance of this Agreement and all contracts entered into by Construction Manager for the Guaranteed Maximum Price, and the payment of obligations arising thereunder. Performance and payment bonds shall be provided in the form set forth in Exhibit D.

**8.3.2** The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE**

**9.1.1** Claims, disputes or other matters in question between the parties to this Agreement which arise prior to the commencement of the Construction Phase or which relate solely to the Preconstruction Phase services of the Construction Manager or to the Owner's obligations to the Construction Manager during the Preconstruction Phase, shall be resolved by mediation or by arbitration.

**9.1.2** Any mediation conducted pursuant to this Paragraph 9.1 shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for mediation shall be

made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**9.1.3** Any claim, dispute or other matter in question not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

**9.1.4** Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration may be made concurrently with a demand for mediation and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim,

dispute or other matter in question would be barred by the applicable statute of limitations.

**9.1.5** No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Construction Manager and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Construction Manager, a separate contractor as described in Article 6 of AIA Document A201 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner or Construction Manager or a separate contractor as described in Article 6 of AIA Document A201 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute agreement to arbitration of a dispute not described in such consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**9.1.6** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE**

**9.2.1** Any other claim, dispute or other matter in question arising out of or related to this Agreement or breach thereof shall be settled in accordance with Article 4 of AIA Document A201, except that in addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this Paragraph shall be conducted in accordance with the provisions of Subparagraphs 9.1.2 and 9.1.3.

## **9.3 OTHER PROVISIONS**

**9.3.1** Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 1987

Edition of AIA Document A201, General Conditions of the Contract for Construction.

## **9.3.2 EXTENT OF CONTRACT**

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

## **9.3.3 OWNERSHIP AND USE OF DOCUMENTS**

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

## **9.3.4 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

## **9.3.5 ASSIGNMENT**

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**ARTICLE 10  
TERMINATION OR SUSPENSION**

**10.1 TERMINATION PRIOR TO ESTABLISHING  
GUARANTEED MAXIMUM PRICE**

**10.1.1** Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201.

**10.1.2** If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Subparagraph 4.1.1.

**10.1.3** If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:

- .1** Take the Cost of the Work incurred by the Construction Manager.
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3** Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article

10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

**10.2 TERMINATION SUBSEQUENT TO  
ESTABLISHING GUARANTEED  
MAXIMUM PRICE**

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of AIA Document A201.

**10.2.1** In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraphs 10.1.2 and 10.1.3 of this Agreement.

**10.2.2** In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraphs 10.1.2 or 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

**10.3 SUSPENSION**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201; in such case, the Guaranteed Maximum Price, if established, shall be increased



as provided in Subparagraph 14.3.2 of AIA Document A201 except that the term "cost of performance of the Contract" in that Subparagraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean

the Construction Manager's Fee as described in Subparagraphs 5.1.1 and 5.3.4 of this Agreement.

## ARTICLE 11 OTHER CONDITIONS AND SERVICES

11.1 In accordance with Section 23-18.4.1 Of the Code of Ordinances of the City of Stamford, the Construction Manager agrees that the Owner shall have the right to set-off or withhold any payment, or portion thereof due the Construction Manager under this Agreement, for and up to the amount of any taxes, penalty, lien fees and delinquent interest that have been levied by the Owner against any property of the Construction Manager, both real and personal, provided such taxes owed by the Construction Manager are delinquent and have been so delinquent for a period of not less than one year.

11.2 The goods and services provided under this Agreement shall additionally include but not necessarily limited to providing all those as set forth in:

1) the City's Request for Proposal dated June 1, 1999 and entitled "REQUEST FOR PROPOSAL, CONSTRUCTION MANAGEMENT SERVICES" to Manage Construction of Stamford High School Sprinkler System and Code Compliance Project in Stamford, CT, State of Connecticut, Board of Education Project No. 135-174 CV (the "RFP"). The RFP is attached hereto and made a part hereof as Exhibit E and;

2) the Construction Manager's "PROJECT INTERVIEW PACKAGE" dated July 1, 1999 (the Package). The package is attached hereto and made a part hereof as Exhibit F.

This contract (the "Agreement"), the RFP and the Package may be referred to collectively as the "Contract Documents."

11.3 The following Exhibits are attached to and incorporated in this Agreement

A. Hourly wage Rates for Construction Manager staff

B. Major Milestone Schedule (To be decided and incorporated upon completion of drawings and Owners input

C. Sample Insurance Certificate

D. Sample Payment and Performance bonds (To be supplied by each Sub Contractor prior to award of Contract)

E. Request for Proposal for Construction Management Services.

F. Construction Manager's Project Interview Package

This Agreement entered into as of the day and year first written above.

OWNER

CONSTRUCTION MANAGER

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

Approved as to Form:  
Corporation Counsel

By: BA

Date: 9-8-99

Approved as to insurance requirements.  
By: 26 9/8/99  
Risk Manager, City of Stamford

## Amendment No. 1 to Agreement Between Owner and Construction Manager

Pursuant to Paragraph 2.2 of the Agreement, dated \_\_\_\_\_ between City of Stamford (Owner) and AFB Construction Management (Construction Manager), for Stamford High School (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

### ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, will be agreed upon prior to award of contract to the sub-contractors, is Dollars (\$):

This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A1 through F1, as follows: (Will be computed, submitted and accepted for each of the bid packages individually)

Exhibit A1 Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.

Exhibit B1 Allowance items, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.

Exhibit C1 Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.

Exhibit D1 Completion schedule, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.

Exhibit E1 Alternate prices, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.

Exhibit F1 Unit prices, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.

### ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: .

OWNER

CONSTRUCTION MANAGER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
Prepared by  
Preparation Counsel

By BN

Date 9-8-99

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